

**THIS AGREEMENT** is made this 23<sup>rd</sup> day of October, 2006, between the Village of Ridgefield Park (hereinafter sometimes referred to as the "Village" or the "Employer"), and the Association of RPD PW Employees (hereinafter referred to as the "Association").

**ARTICLE I**  
**Association Recognition**

The Village of Ridgefield Park agrees to recognize the Association of D.P.W. employees as the sole and exclusive bargaining representative for the employees of the Department of Public Works (hereinafter referred to singularly as the "Employee" and collectively as the "Employees") (excluding the Superintendent, Assistant Superintendent, and office clerk of Public Works and municipal building custodian).

**ARTICLE II**  
**Term of Agreement**

This Agreement shall be in force from *January 1, 2006 to December 31, 2008.*

**ARTICLE III**  
**Collective Bargaining Agreement**

Collective bargaining with respect to rates of pay and matters which directly affect the work and welfare of the bargaining unit shall be conducted by the duly authorized bargaining agent of both parties. No more than two (2) additional representatives of each party shall participate in collective bargaining meetings, except by consent of both parties.

Collective bargaining for the contract period beginning January 1, 2009 shall commence on or about September 10, 2008.

**ARTICLE IV**  
**Hours**

The total workweek shall be forty (40) hours, commencing Monday and terminating Friday. The workday for all Employees covered by this Agreement shall be eight (8) hours. The workday of all Employees assigned to the Sanitation Department shall commence at 6:00 A.M. The workday for all other covered employees shall commence at 7:00 A.M. During the workday there shall be a paid lunch period of at least thirty (30) minutes and a twenty (20) minute paid break in the morning. The hours worked in the total workweek shall be forty (40) hours, commencing Monday and terminating Friday. Hours worked in excess of eight (8) hours per workday or forty (40) hours per workweek shall be compensated pursuant to the overtime provision of this Agreement. All Employees shall punch the time clock when reporting for work and when departing from work. It is understood that the Commissioner of the Department of Public Works (hereinafter referred to as "The Commissioner") has the authority to

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change the eight (8) hour workday or forty (40) hour workweek schedule, at his/her discretion.

**ARTICLE V**  
**Salary, Wages and Other Compensation**

Subject to other provisions of this Agreement, the Village agrees that the hourly rates for all Employees covered by this Agreement shall be as specified within this Article. Reflected in those hourly rates are the *salary* increases, which become effective on the dates shown.

A general increase to the straight-time hourly rates of all Employees covered by this Agreement shall be effective *January 1, 2006*, in the amount of four (4%), and an additional four (4%) increase shall be effective on January 1, of each consecutive year. The schedule for hourly rates for all Employees is annexed hereto as Schedule A.

**ARTICLE VI**  
**Longevity of Pay Increase**

A. Pay increases shall be granted to all Employees for longevity in accordance with this paragraph for unbroken continuous long-term service to the Village.

B. Commencing January 1, 1989, each Employee completing his/her 36<sup>th</sup> consecutive month of employment shall receive a pay increase of one (1) percent of his yearly base salary as determined as of the date he completed his 36<sup>th</sup> month of service. Upon each successive 36 month anniversary of consecutive employment each Employee shall receive an additional pay increase of one (1) percent of his yearly base salary to be computed as of the date of each 36 month anniversary. The anniversary date shall be computed from the date of employment. A limit or total of seven (7) percent longevity for twenty one (21) years of continuous service is hereby agreed to.

**ARTICLE VII**  
**Overtime Recall Holiday Rate**

A. Overtime. Any Employee required to work in excess of the basic eight (8) hour workday, or the forty (40) hour workweek, or on holidays, shall be paid at the rate of time and one-half. The Commissioner or the Superintendent of the Department of Public Works has the right to set the schedule for the forty (40) hour workweek schedule without any negotiations.

B. Overtime Recall. If an Employee is called to work because of an emergency, then the Employer shall compensate the Employee by paying a minimum of one (1) hour at time and one-half.

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C. Employees shall not be required to stand by for recall. The superintendent shall be provided with the address and telephone number of each Employee in order to facilitate recall.

**ARTICLE VIII**  
**Holidays & Personal Days**

Each Employee shall be entitled to time off with pay on the Holidays designated.

Definitions. Holidays referred to in this section are legal holidays as follows:

New Years Day	Martin Luther King
Lincoln's Birthday	Washington's Birthday
Labor Day	Columbus Day
Election Day	Good Friday
Memorial Day	Fourth of July
Veteran's Day	Thanksgiving Day
Christmas Day	

In the event that any such day falls on a Saturday the preceding Friday shall become a designated holiday.

In the event that any such day falls on a Sunday the following Monday shall be designated the holiday.

General Information as to Holidays.

A. If a holiday, as designated above, shall fall during the Employee's vacation, such day shall not be charged against the Employee's vacation time.

B. Holidays falling within a period of paid sick leave will entitle the Employee to a day off at a later date. Periods of paid absence are sick leave and vacation leave.

C. Holidays will be posted prior to February 1, of each year.

D. Employees working on holidays shall receive the holiday rate of pay as set forth in ARTICLE VII.

E. In the event that two (2) holidays fall in one calendar week, each Employee shall be entitled to a minimum of one (1) holiday not working. If any Employee works the other holiday, the Employee is entitled to holiday rate of pay plus the days pay or if both parties agree, then the Employee may take another day off at a later date. The Superintendent shall ask the Employee two (2) weeks before the event in insure an uninterrupted work schedule. In no event shall the Garbage Crew or Road Crew be reduced to where they cannot be able to perform their normal duties.

F. When a holiday falls on Tuesday, Wednesday and Thursday, an Employee must be present at work the day before and the day after the holiday except when the Employee is on vacation or authorized leave, in order to be paid for that holiday.

When a holiday falls on Monday or Friday, the Employee must be present at work on both the last preceding work day and the next scheduled workday following the holiday, in order to be paid for the holiday (except when the Employee is on vacation or authorized leave).

General Information as to Personal Days.

*Starting January 1, 2007, Employees will be entitled to three (3) personal days in each calendar year, subject to the following provisions:*

- a. Employees shall notify the Superintendent or Assistant Superintendent 24 hours in advance of taking a personal day, when possible.*
- b. Unused personal days in any year may not be carried over to the next year.*
- c. No compensation will be given for unused personal days in any year.*
- d. The use of personal days shall not result in additional overtime.*

**ARTICLE IX  
Vacation**

Vacation leave must be earned before it can be taken. Vacation leave earned in one year can only be taken after January 1, of the next year; vacation leave cannot be taken in the year it is earned. An Employee will earn or be entitled to his vacation on the anniversary date in which he was hired. (As an example, an Employee who was hired on June 1 and who completes five (5) years of service will be entitled to vacation time of fifteen workdays on the June 1 anniversary date of his Sixth (6<sup>th</sup>) year, and not the subsequent January 1.)

Vacation leave that is unused as of December 31<sup>st</sup> of any given year, up to a maximum of 25 vacation days in any one year, may be accumulated to each Employee's account under the following conditions.

- a) Deferred Vacation leave may be used with the permission of the Superintendent, or in his absence, the Assistant Superintendent of the Department of Public Works.
- b) Upon retirement, voluntary resignation or involuntary discharge, there will not be any compensation paid to the Employee on account of Deferred Vacation leave, unless the Superintendent or the Assistant Superintendent deny the Employee permission to use the Deferred

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D.I.D. 10-23-06  
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Vacation leave in which event payment for deferred unused vacation leave will be made as of the effective date of the separation.

If an employee resigns with proper notice, or plans to retire, the Employee will be paid for earned and unused vacation leave as of the effective date of the separation. If an Employee should die while employed, a sum of money equal to all earned, accrued and unused vacation leave will be paid to his/her estate. No payment for accrued or unused vacation shall be made for any other reason.

The salary paid while on vacation leave will be the same amount an Employee would have earned had the Employee worked regular straight time hours during his/her vacation period.

If an Employee is on a leave of absence without pay for more than two weeks in any month the Employee does not earn vacation leave for that month, except in case of military leave.

An Employee on approved vacation leave, sick leave, injury leave or military leave will continue to accrue vacation leave, according to his length of service and his regular work schedule.

If a holiday, observed by the Village occurs during the period of an Employee's vacation leave, it is credited to the balance of his/her vacation leave and the Employee will receive an equivalent day off.

Every effort shall be made to arrange vacation schedules to meet the individual desires of all Employees. When there is a conflict in the dates of proposed vacation schedules, preference shall be given to Employees with seniority. All requests for vacation leave must be approved by the Superintendent.

Employees shall be entitled to select up to the first two weeks of vacation leave on the basis of seniority. After the selection of up to the first (2) weeks of vacation by all Employees entitled to make said selection, the seniority basis shall be used to select a third and then a fourth week for all Employees entitled to make said selection.

An Employee who has completed the length of service set forth below shall be entitled to vacation leave in accordance with the following schedule set forth below:

<u>Length of Service Completed by Employee</u>	<u>Working Day Vacation Earned</u>
one month	one vacation day
two months	two vacation days
three months	two vacation days
four months	three vacation days
five months	four vacation days
six months	five vacation days

seven months  
eight months  
nine months  
ten months  
eleven months  
twelve months  
five years  
eleven years  
nineteen years

six vacation days  
seven vacation days  
seven vacation days  
eight vacation days  
nine vacation days  
ten vacation days  
fifteen vacation days  
twenty vacation days  
twenty-five vacation days

If an Employee is hired from the first to the fourteenth day of the month, he/she shall be credited with a vacation day for that month. If an Employee is hired between the fifteenth and the end of the month, he/she shall not be credited with a vacation day for that month.

*Employees may carry over vacation leave to the following year, subject to the conditions set forth in this ARTICLE IX.*

A vacation request form shall be made available to the Employee prior to April 1, and when properly completed, returned to the Superintendent by May 1.

A vacation schedule shall be completed by May 10 of each year. Any change in the vacation schedule after May 11 of each year shall require a conference between the Superintendent and all affected parties.

An Employee hospitalized while on vacation leave may, at his option, have such time and post hospital recuperation time charged against available sick leave time rather than vacation time, upon the submission of a physician's certificate, and with the express approval of the Commissioner.

*Employees may share vacation days, subject to the approval of the Superintendent or Assistant Superintendent. This sharing of vacation days shall be limited to emergency situations, and only after the Employee has exhausted his own vacation days.*

## ARTICLE X Sick Leave

Sick leave may be granted for personal illness by reason of which the Employee is unable to perform the duties of his position.

Definitions. Sick leave shall mean paid leave that shall be given to an Employee who:

- (a) through sickness or injury becomes incapacitated to a degree that makes it impossible for the Employee to perform the duties of the Employee's position;

J.M.V. 10-23-06  
D.P.A. 10-27-06  
D.D. 10-23-06

- (b) is quarantined by a physician because the Employee has been exposed to a contagious disease;
- (c) has need to visit a medical professional during municipal business hours.

If an Employee is unable to report to work due to illness, it is essential that said Employee notify the Superintendent or the Foreman in charge according to Village procedure, as outlined below. Failure to follow such procedure will result in disapproval of his request for sick leave or be considered as an unscheduled absence.

Village procedure for sick leave is as follows:

Sick leave is earned and accumulated in the following manner:

(a) New Employees during their first calendar year of employment shall earn sick leave for that year on a pro rata basis up to a maximum of ten (10) days per year in accordance with the following schedule:

Employees completing employment of:

one month	one sick day
two months	two sick days
three months	two sick days
four months	three sick days
five months	four sick days
six months	five sick days
seven months	six sick days
eight months	seven sick days
nine months	seven sick days
ten months	eight sick days
eleven months	nine sick days
twelve months	ten sick days

(b) Sick leave that is unused as of December 31<sup>st</sup> of any given year shall be paid to each Employee at the current rate of pay of each such Employee for such given year. This payment for unused sick leave will be made on the first payday of the New Year.

(c) Any Employee requesting sick leave time shall notify the Superintendent, Assistant Superintendent or the Foreman in charge prior to the Employee's starting time. Said Employee shall not engage in any other employment during the regular work hours.

(d) The cause of an Employee's absence must be reported daily prior to the commencement of each day that the Employee will be absent from Employment unless the Employee supplies an adequate explanation and reason to

cover several days. In any sick leave time of five (5) or more days, a doctor's certificate must be submitted.

Failure to Report – Failure to notify the Employee's Superintendent as noted may be cause for denial of sick leave for that absence and may constitute cause for disciplinary action.

(e) If an Employee's date of hire is between the first to the fourteenth of the month, that Employee shall be credited with a sick day for that month. If an Employee is hired between the fifteenth and the end of the month that Employee shall not be credited with any sick day from that month.

(f) In the event that, as a result of an illness or injury, an Employee is receiving disability or Worker's Compensation benefits, the Employee receiving said benefits shall not engage in any other employment during the period in which he is receiving such disability or Worker's Compensation benefits.

(g) *Employees may share sick days, subject to the approval of the Superintendent or Assistant Superintendent. This sharing of sick days shall be limited to emergency situations, and only after the Employee has exhausted his own sick days.*

## **ARTICLE XI Bereavement Leave**

An Employee shall be entitled to up to seven (7) days leave with pay to attend or make arrangements for a funeral for a member of their immediate family. Immediate family is defined and limited to spouse, son and daughter. An Employee shall also be entitled to up to seven (7) days leave with pay to attend or make arrangements for a funeral for a relative of either the employee or the Employee's spouse. Relative is defined for purposes herein as, mother, father, brother, sister, grandparent and grandchildren. Such bereavement leave shall commence on the day following the date of death and is granted if such funeral, wake and service fall between Monday and Friday. In the event that such wake or funeral service falls on Saturday or Sunday, or on a paid holiday, then such days will be deducted from the leave period. Accrued vacation and/or sick days may be used in addition to the bereavement leave in the event additional leave is needed in the calendar year. Such extension of bereavement leave under this Article may be at the employee's option, but only with the consent of the Superintendent. In unusual circumstances, bereavement leave shall be extended at the discretion of the Superintendent and Commissioner. Any extension of the bereavement leave beyond the initial seven (7) day period shall be charged against available and accrued vacation or sick time. If an Employee does not have any available or accrued vacation or sick time, then such extended leave shall be without pay.

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**ARTICLE XII**  
**Jury Duty**

A leave of absence shall be granted to an Employee for jury duty, provided that proper notification has been given to the Superintendent. This leave of absence shall not be charged against either the Employee's vacation or sick leave privileges. For the time served on jury, an Employee will receive full pay according to the basic rate of pay usually received by said Employee for a standard work period. In addition the Employee shall turn over to the Village any and all compensation received for performing jury duty.

**ARTICLE XIII**  
**Military Leave**

Employees shall receive military leave for training or service with the National Guard or Armed Forces of the United States in accordance with applicable statutes. This leave will not affect the continuity of seniority.

**ARTICLE XIV**  
**Uniforms and Laundry**

A. The Village shall supply to all Employees all necessary rain gear, boots and gloves, and replace same as the need arises. The Village will continue, at its own expense, to provide laundry service for the uniforms required on the job.

B. The Village shall supply all Employees with working shoes. The Superintendent shall arrange with a reputable firm for all Employees to obtain the appropriate safety shoes. Each year the Superintendent shall consult with each Employee to determine if replacement shoes are needed.

If additional replacement shoes are needed during the year, the Employee will be allowed to purchase a second pair of shoes for which the Employee will be reimbursed provided the Employee follows the procedure for replacing work shoes, which is as follows:

1. The Employee must show the Superintendent that his/her present work shoes are worn and not safe, who will then authorize a replacement pair.
2. A voucher will be made out to the respective store.
3. The Employee will have a choice between Timberland or Weinbrenner.
4. The Employee will also have a choice of work shoes with or without steel tips.
5. The Employee will have no other choice, except for size.
6. Allowance for work shoes is up to \$110.00.

**ARTICLE XV**  
**Health Benefits**

A. Hospital, Medical & Surgical. The Employer shall provide to all covered Employees and to their dependents basic Hospital, Medical and Surgical Coverage in addition to Major Medical Coverage which is presently provided by *Bergen Medical, of Saddle Brook NJ*, administrator.

Vaccinations. The Employer shall provide a maximum benefit for vaccinations of \$100.00/year per dependent child under the age of 11 years old.

Wellness Examination. The Employer shall provide to all Employees and their dependants a maximum benefit of up to \$50/year per person for a physical examination.

Dental. The Employer shall provide to the Employee and pay for primary (Group A) Dental coverage for the Employee and their family members (and special orthodontic benefits).

B. The Employer shall bear the cost of all premium increases during the term of this Agreement.

C. Effective May 1, 1984, the Village of Ridgefield Park will provide health coverage for all eligible present and future pensioners and their dependents as same is mandated under Chapter 88, Public Law 1974, Division of Pensions, N.J. State Health Benefits Program Act.

The conditions of this act provide that coverage will be provided to present and future pensioners and their dependents who retired, under the Public Employee Retirement System with twenty-five (25) or more years of service, as well as those Employees who retired on disability pensions based on fewer years of service credited in the retirement system provided they are eligible for such coverage under the aforementioned law.

D. Effective January 1, 1986, the Employer shall provide to the Employee, and pay for, vision coverage for the Employee and their family members which shall include examinations, glasses and frames.

E. Effective January 1, 1991 contact lenses shall be covered up to a maximum of \$100.00 per covered person every 12 month period.

F. Effective January 1, 1996 Individual deductible per calendar year, increases from \$250.00 to \$325.00 and from \$250.00 to \$650.00 per family or 5% contribution of premium.

G. Effective January 1, 1994, increase of lifetime maximum benefit for retirees and their dependants from \$100,000.00 to \$500,000.00.

H. *Any Employee hired on or after January 1, 2007 shall contribute five (5%) percent of their base salary toward the cost of Health Benefits provided in this ARTICLE XV.*

## **ARTICLE XVI**

### **Seniority**

A. Seniority is defined to mean each Employee's accumulated length of service to the Department of Public Works. Such length of service shall be calculated as of the date of hire or appointment. Such length of services shall not be reduced by the Employee's use of sick leave or the loss of time due to work-incurred injury or disability as same is defined hereunder.

B. Principles of seniority shall apply to the selection of vacations, longevity and layoffs.

C. Newly hired Employees shall be considered on a probationary period of ninety (90) days from the date of hiring.

D. During the term of the probationary period, such Employee shall be entitled to all rights and privileges of this Agreement. Such Employees may be terminated at any time during this period of ninety (90) days without any recourse whatsoever. After completion of this trial period, service shall be effective as of the original date of employment.

E. An Employee shall lose all seniority rights for any one or more of the following reasons:

1. Voluntary resignation.
2. Discharge for just cause.
3. Failure to return to work within five (5) working days after being recalled by certified mail, return receipt requested, unless due to actual illness or accident. The Employer may require substantiating proof of illness or accident.
4. Layoff for a period of more than two (2) years.

F. The Employer agrees to furnish as part of this Agreement a seniority list, reflecting continuous service from the original employment date of each Employee. It shall list all Employees covered by this Agreement who are on the payroll as of December 31, 2000.

*D.P.H. 10-23-06*  
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This list shall be referred to as the Employees Seniority List (Schedule "B", effective September 2, 2001.

### **ARTICLE XVII On Duty Injury**

An Employee suffering from a work-connected injury or disability which prevents him/her from performing their usual work duties shall be continued at full pay during the period of such inability to work, up to a maximum period of time of one (1) year. Throughout that period all disability payments made under the Workman's Compensation coverage shall be paid over to the Village.

When a permanent Employee of the Department of Public Works is injured or disabled resulting from or arising out of his employment, the Employee shall be required to submit to the Superintendent a physician's certificate as to the Employee's inability to perform their usual duties. This certificate must be submitted no later than forty-eight (48) hours after the injury had occurred. The Commissioner may reasonably require additional certificates from time to time. In addition the Commissioner may require the Employee to be examined by a physician chosen by the Commissioner, at the municipality's expense.

An Employee returning to work after having suffered a work connected injury or disability shall be required to submit to his Superintendent a physician's certificate as to his/her ability to resume all normal work duties. This certificate must be submitted prior to the Employee's returning to work.

An Employee may not work another job while on sick leave for an on-duty injury from the Village, including off-duty employment.

### **ARTICLE XVIII Retirement**

The Village shall provide and pay its portion for participation of all Employees enrolled in the applicable State Retirement Plan.

### **ARTICLE XIX Telephone**

All Employees shall be required to provide their home telephone number to the Superintendent and advise him of any changes in said number. The telephone number shall not be given to anyone outside of the employ of the Village of Ridgefield Park without written authorization from the Employee.

**ARTICLE XX**  
**Disciplinary Action**

Any of the following infractions, but not limited thereto, may be cause for removal, suspension, demotion or written reprimand, subject to the approval of the Commissioner:

1. Neglect of duty.
2. Incompetency or inefficiency.
3. Incapacity due to mental or physical disability.
4. Insubordination or serious breach of discipline.
5. Intoxication while on duty. Also under the influence of controlled dangerous substances.
6. Chronic or excessive absenteeism.
7. Disorderly or immoral conduct.
8. Willful violation of any of the provisions of the statutes, rules or regulations relating to the employment of public employee.
9. Negligence of or willful damage to public property or waste of public supplies.
10. Conduct unbecoming an Employee in the public service which adversely reflects on the Village.
11. The use or attempt to use one's authority or official influence to control or modify the political action of any activity during working hours.
12. Punching the time clock for another Employee.
13. Any form of substance abuse.
14. Any form of harassment, which is recognized as illegal or improper conduct by any Federal or State law.

**ARTICLE XXI**  
**Grievance Procedure**

A. Purpose – The purpose of the procedure is to secure at the lowest possible level an equitable solution to the problem which may arise affecting the conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate. Nothing herein contained shall be construed as limiting the right of any employer or employee having a grievance to discuss the matter informally.

B. Definitions – The term “grievance” used herein means complaints by any Employee or the Employer alleging that there has been inequitable, improper and unjust application or interpretation of this Agreement, the working conditions and practices. The procedure shall cover the right of an appeal of any suspension, demotions, dismissals, promotions or layoffs.

C. Presentation of grievances – The Employee shall have the right to present his own appeal individually, by a designated association representative, or by an attorney at law.

D. Steps in grievances procedure – the following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement.

Step 1: An aggrieved Employee shall institute an action under the provisions hereof in writing, and present it to the Superintendent within five (5) working days of its occurrence.

Step 2: The Superintendent shall conduct an informal inquiry and shall render a written decision within five (5) working days after he has received the grievance. A copy of the decision shall be provided to the aggrieved Employee and the Commissioner.

Step 3: In the event a satisfactory result is not reached, the aggrieved Employee shall file a complaint in writing with the Commissioner, either individually through the proper unit representative, or through an attorney at law, within five (5) working days following the determination of the Superintendent.

Step 4: The Commissioner shall conduct a hearing within seven (7) working days from the receipt of the complaint:

Upon consideration of the testimony presented, the Commissioner shall render the decision on the matter, in writing, within ten (10) working days of the conclusion of the hearing. A copy of the decision shall be provided to the aggrieved and to the proper unit representative and/or attorney.

Regardless of the terms and conditions of this Article the Commissioner reserves the right to suspend or dismiss an Employee after granting the above-referred hearing. Such decision shall be binding upon all parties.

E. The Employer agrees to evaluate the Employees performance annually. The Superintendent shall prepare an evaluation report in preparation for which he will meet personally with the Employee. The Superintendent shall show this evaluation to the Employee, discuss the comments contained in the report and give the Employee the option to sign this report. This evaluation will then be made part of a permanent record in the Employees personnel file.

## **ARTICLE XXII**

### **Safety and Health**

At all times, the employer shall maintain safe working conditions to insure maximum safety to all Employees. The Employer shall provide to the Employees appropriate equipment, materials and devices toward that end.

**ARTICLE XXIII**  
**Management Rights**

All rights, duties, powers, authority and responsibilities conveyed to and vested in the Village previous to the signing of the Agreement by the laws and Constitution of the State of New Jersey and the United States are hereby retained by the Village. These rights, duties, powers, authority and responsibilities shall be limited only by the terms of this Agreement.

**ARTICLE XXIV**  
**No Waiver**

The failure to enforce any particular provision of this Agreement shall not be deemed to be a waiver of that provision of this Agreement. The Agreement shall not be construed as a waiver of any rights which the Employee hereunder may be entitled to under any applicable statute, rule or regulation of appropriate authority.

**ARTICLE XXV**  
**Issues Bargained**

The parties acknowledge that, during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**ARTICLE XXVI**  
**Effective Laws**

In the event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law as determined by the Courts of the State of New Jersey, such illegality or invalidity shall affect only that particular provision which shall be deemed of no force and effect, but it shall not affect any of the remaining provisions of this Agreement.

**ARTICLE XXVII**  
**General Information**

1. The Village recognizes that right of the Association to designate representatives and alternates in the conduct of business with the Village. Representatives shall be Employees of the Department of Public works or their attorneys. The Village shall receive written notice of the names of representatives and alternates. Representatives shall be appointed by resolve of the Employees and their names shall be certified to the Village.

2. The Association representatives shall be authorized to:

(a) investigate and present grievances in accordance with the aforesaid grievance procedure.

(b) Appear and speak on behalf of the Association or at appropriate meetings with the Superintendent and/or the Commissioner.

3. Neither the Association nor any Employee represented by it shall engage in or support any strike, work stoppage, slow down of job action during the life of this Agreement. The Village shall not engage in any lockout or civil activity.

4. The Village shall make available to the Association all data relevant to issues and collective bargaining, including but not limited to: (a) salary and benefits of other Employee groups in the employ of the Village; (b) Employee costs of the various benefits provided hereunder or under any new proposal; (c) overtime, sick leave, on-duty injury and data of similar nature. The Village shall incur no additional expense providing this data to the Association. This provision shall not apply to attorney client work product.

5. Collective bargaining for a new Agreement shall be initiated by the presentation of written proposal to the Commissioner by the Association.

#### **ARTICLE XXVIII** **Commercial Motor Vehicle Safety Act**

The Commercial Motor Vehicle Safety Act, adopted by the United State Congress on October 26, 1986, requires all Government and private motor vehicle drivers to secure a Commercial Drivers License, with endorsements, in order to operate certain types and classes of vehicles.

All new applicants for employment with the Department of Public Works in the Village of Ridgefield Park will be required to obtain a Commercial Drivers License Class B with air brake endorsement within a period of no longer than one year from the date of hire unless Motor Vehicle foresees a scheduling problem. Failure to do so will result in job termination.

#### **ARTICLE XXIX** **Leave of Absence**

A. An Employee shall make a request in writing to the Superintendent for the purpose of a leave of absence without pay or service credits, setting forth all facts and circumstances relevant to the request to the Commissioner of the Department of Public Works, whose decision will be final and binding.

B. The decision of the Commissioner of Public Works related to the individual request shall be binding and final and not establish a precedent.

C. If such request is mad for reason of illness, the employee must have exhausted his accumulated sick leave and vacation.



D. If such request is for reason other than illness, the employee must have exhausted his vacation leave.

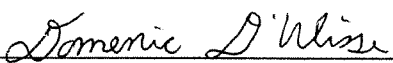
E. While on leave of absence, the employee will continue to accumulate seniority rights.

F. All health, pension and insurance benefits shall continue through the period of leave of absence.


G. No leave of absence shall exceed a period of *forty* five (45) working days.

**Therefore the Village and the Association for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated this agreement.**

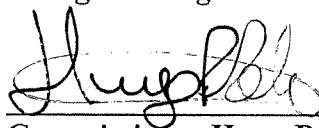
**Public Works Association of the  
Village of Ridgefield Park**

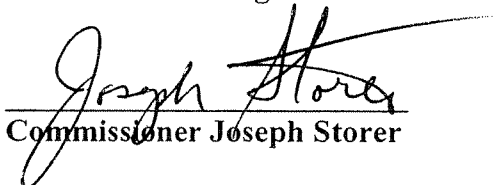
  
**Dominic D'Ulisse**

  
**James Vandertulip**

  
**David Henderson**

**Village of Ridgefield Park**

  
**Commissioner Hugo Poli**

  
**Commissioner Joseph Storer**

## DPW SALARIES

	Prior Contract <u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
Superintendent Department Public Works: <del>(Not included in the Contract)</del>	\$87,802.00	\$91,314.00	\$94,967.00	\$98,766.00
Recycling Coordinator: <del>(Not included in the Contract)</del>	6,300.00	6,300.00	6,300.00	6,300.00
Ass't. Superintendent Dept. of Public Works: <del>(Not included in the Contract)</del>	\$76,243.00	\$79,293.00	\$82,465.00	\$85,763.00
DPW Employees: Employees hired prior to January 1, 1996	31.95	33.23	34.56	35.94
All other employees:				
Starting:	12.73	13.24	13.77	14.32
Completion of one year:	15.24	15.85	16.48	17.14
Completion of two years:	16.78	17.45	18.15	18.88
Completion of three years:	20.30	21.11	21.95	22.83
Custodian – Civic Center: <del>(Not included in the Contract)</del>	32,120.00	33,405.00	34,741.00	36,131.00

## SCHEDULE A

VILLAGE RIDGEFIELD PARK  
DEPARTMENT OF PUBLIC WORKS  
LONGEVITY SCHEDULE

DATE	EMPLOYEE	1%	2%	3%	4%	5%	6%	7%
09/12/70	ALAN O'GRADY							
07/07/80	EDWARD SCHRECK	83	86	89	92	95	98	01
05/31/82	PETE D'ULISSE	85	88	91	94	97	00	03
02/21/84	JOSEPH KENNEY	87	90	93	96	99	02	05
03/09/87	EDWARD MONROE	90	93	96	99	02	05	2008
05/01/87	JAMES VAN DER TULIP	90	93	96	99	02	05	2008
01/03/89	RICHARD FLYNN	92	95	98	01	04	2007	2010
01/03/89	DOMENICO D'ULLISSE	93	95	98	01	04	2007	2010
01/23/89	KEITH BASSANO	92	95	98	01	04	2007	2010
02/21/89	RAYMOND WISNESKI	92	95	98	01	04	2007	2010
12/04/89	STEVEN RUDERSDORF	92	95	98	01	04	2007	2010
01/18/90	DAVID HENDERSON	93	96	99	02	05	2008	2011
01/22/90	RAY MC CARROLL, JR.	93	96	99	02	05	2008	2011
05/18/92	CHRIS ADAMS	95	98	01	04	2007	2010	2013
05/18/92	KEITH SCHRAEDER	95	98	01	04	2007	2010	2013
02/03/97	THOMAS WILSON	00	03	06	2009	2012	2015	2018
11/23/98	EDWARD SCARNEO	01	04	2007	2010	2013	2016	2019
01/04/99	DANIEL O' SHEA	02	05	2008	2011	2014	2017	2020
08/30/99	MICHAEL O'GRADY	02	05	2008	2011	2014	2017	2020
11/08/99	MARK CAMPBELL	02	05	2008	2011	2014	2017	2020
10/02/00	JAMES CAROSELLI	03	06	2009	2012	2015	2018	2021
01/02/02	KENNETH C. EMMETS	05	2008	2011	2014	2017	2020	2023
09/23/02	JOHN EMMETS	05	2008	2011	2014	2017	2020	2023

Revised: 1/22/07

**SCHEDULE B**